

NOTICE
TO BUYER AND SELLER
READ THIS NOTICE BEFORE SIGNING THE CONTRACT

The Law requires real estate brokers to give you the following information before you sign this contract. It requires us to tell you that you must read all of it before you sign. The purpose is to help you in this purchase or sale.

1) As a real estate broker, I represent: the seller, not the buyer; the buyer, not the seller;
 both the seller and the buyer; neither the seller nor the buyer.

The title company does not represent either the seller or the buyer.

2) You will not get any legal advice unless you have your own lawyer. Neither I nor anyone from the title company can give legal advice to either the buyer or the seller. If you do not hire a lawyer, no one will represent you in legal matters now or at the closing. Neither I nor the title company will represent you in those matters.

3) The contract is the most important part of the transaction. It determines your rights, risks, and obligations. Signing the contract is a big step. A lawyer would review the contract, help you to understand it, and to negotiate its terms.

4) The contract becomes final and binding unless your lawyer cancels it within the following three business days. If you do not have a lawyer, you cannot change or cancel the contract unless the other party agrees. Neither can the real estate broker nor the title insurance company change the contract.

5) Another important service of a lawyer is to order a survey, title report, or other important reports. The lawyer will review them and help to resolve any questions that may arise about the ownership and condition of the property. These reports and survey can cost you a lot of money. A lawyer will also prepare the documents needed to close title and represent you at the closing.

6) A buyer without a lawyer runs special risks. Only a lawyer can advise a buyer about what to do if problems arise concerning the purchase of this property. The problems may be about the seller's title, the size and shape of the property, or other matters that may affect the value of the property. If either the broker or the title company knows about the problems, they should tell you. But they may not recognize the problem, see it from your point of view, or know what to do. Ordinarily, the broker and the title company have an interest in seeing that the sale is completed, because only then do they usually receive their commissions. So, their interests may differ from yours.

7) Whether you retain a lawyer is up to you. It is your decision. The purpose of this notice is to make sure that you have the information needed to make your decision.

George Morales

08/16/24

SELLER

George Morales
Veronica Morales

DATE

08/16/24

SELLER

Veronica Morales

DATE

SELLER

Coldwell Banker Realty

DATE

SELLER

Giovanna Meli

DATE

08/16/24

Listing Broker

Coldwell Banker Realty

Lyndia Louissaint-Broady

08/15/2024

BUYER

Lyndia Louissaint-Broady

DATE

BUYER

DATE

BUYER

DATE

Mikeala Semexant

08/15/24

Selling Broker

Coldwell Banker Realty

Prepared by: **Mikeala Semexant**

Name of Real Estate Licensee

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CBRB - Maplewood, 145 Maplewood Ave Maplewood NJ 07040

Mikeala Semexant

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**STATEWIDE NEW JERSEY REALTORS® STANDARD FORM
OF REAL ESTATE SALES CONTRACT**

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THIS FORM MAY BE USED ONLY IN THE SALE OF A ONE TO FOUR-FAMILY RESIDENTIAL PROPERTY
OR VACANT ONE-FAMILY LOTS. THIS FORM IS SUITABLE FOR USE ONLY WHERE THE SELLER HAS
PREVIOUSLY EXECUTED A WRITTEN LISTING AGREEMENT.

**THIS IS A LEGALLY BINDING CONTRACT THAT WILL BECOME FINAL WITHIN THREE BUSINESS DAYS.
DURING THIS PERIOD YOU MAY CHOOSE TO CONSULT AN ATTORNEY WHO CAN REVIEW AND CANCEL THE
CONTRACT. SEE SECTION ON ATTORNEY REVIEW FOR DETAILS.**

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1. PARTIES AND PROPERTY DESCRIPTION:

Lyndia Louissaint-Broady ("Buyer"), _____, ("Buyer"),
_____ ("Buyer"), _____, ("Buyer"),

whose address is/are 854A Kennedy Blvd, Bayonne, NJ 07002

25 AGREES TO PURCHASE FROM

George Morales ("Seller"), Veronica Morales ("Seller"),
_____ ("Seller"), _____, ("Seller"),

whose address is/are 34 Boonstra Dr, Wayne, NJ 07470

34 THROUGH THE BROKER(S) NAMED IN THIS CONTRACT AT THE PRICE AND TERMS STATED BELOW, THE FOLLOWING PROPERTY:

Property Address: 34 Boonstra Dr, Wayne, NJ 07470

shown on the municipal tax map of _____ County Passaic

as Block 1103 Lot 12 (the "Property"). Qualifier _____ (if the Property is a condominium).
41 THE WORDS "BUYER" AND "SELLER" INCLUDE ALL BUYERS AND SELLERS LISTED ABOVE.

43 2. PURCHASE PRICE:

TOTAL PURCHASE PRICE	\$ <u>890,000.00</u>
INITIAL DEPOSIT	\$ <u>80,000.00</u>
ADDITIONAL DEPOSIT	\$ _____
MORTGAGE	\$ <u>480,000.00</u>
BALANCE OF PURCHASE PRICE	\$ <u>330,000.00</u>



51 **3. MANNER OF PAYMENT:**

52 (A) **INITIAL DEPOSIT** to be paid by Buyer to Listing Broker Participating Broker Buyer's Attorney Title Company
 53 Other _____, on or before After AR is Completed (date) (if left blank, then within five (5)
 54 business days after the fully signed Contract has been delivered to both the Buyer and the Seller).

55 (B) **ADDITIONAL DEPOSIT** to be paid by Buyer to the party who will be responsible for holding the escrow who is identified below
 56 on or before _____ (date) (if left blank, then within ten (10) calendar days after the fully signed Contract has been
 57 delivered to both the Buyer and the Seller).

58 (C) **ESCROW:** All initial and additional deposit monies paid by Buyer shall be held in escrow in the NON-INTEREST
 59 BEARING TRUST ACCOUNT of Title Company, ("Escrowee"), until the Closing, at which time all
 60 monies shall be paid over to Seller. The deposit monies shall not be paid over to Seller prior to the Closing, unless otherwise agreed
 61 in writing by both Buyer and Seller. If Buyer and Seller cannot agree on the disbursement of these escrow monies, the Escrowee may
 62 place the deposit monies in Court requesting the Court to resolve the dispute.

63 **(D) IF PERFORMANCE BY BUYER IS CONTINGENT UPON OBTAINING A MORTGAGE:**

64 If payment of the purchase price requires a mortgage loan other than by Seller or other than assumption of Seller's mortgage,
 65 Buyer shall apply for the loan through any lending institution of Buyer's choice in writing on lender's standard form within ten (10)
 66 calendar days after the attorney-review period is completed or, if this Contract is timely disapproved by an attorney as provided in the
 67 Attorney-Review Clause Section of this Contract, then within ten (10) calendar days after the parties agree to the terms of this Contract,
 68 and use best efforts to obtain it. Buyer shall supply all necessary information and fees required by the proposed lender and shall authorize
 69 the lender to communicate with the real estate brokers(s) and involved attorney(s). Buyer shall obtain a written commitment from the
 70 lending institution to make a loan on the property under the following terms:

71 Principal Amount \$ 490,000.00 Type of Mortgage: VA FHA Section 203(k) Conventional Other _____
 72 Term of Mortgage: 30 years, with monthly payments based on a 30 year payment schedule.

73 The written mortgage commitment must be delivered to Seller's agent, who is the Listing Broker identified in Section 30, and Seller's
 74 attorney, if applicable, no later than September 4, 2024 (date) (if left blank, then within thirty (30) calendar days after
 75 the attorney-review period is completed or, if this Contract is timely disapproved by an attorney as provided in the Attorney-Review
 76 Clause Section of this Contract, then within thirty (30) calendar days after the parties agree to the terms of this Contract). Thereafter,
 77 if Buyer has not obtained the commitment, then either Buyer or Seller may void this Contract by written notice to the other party and
 78 Broker(s) within ten (10) calendar days of the commitment date or any extension of the commitment date, whichever is later. If this
 79 Contract is voided, the deposit monies paid by Buyer shall be returned to Buyer notwithstanding any other provision in this Contract,
 80 provided, however, if Seller alleges in writing to Escrowee within said ten (10) calendar days of the commitment date or any extension of
 81 the commitment date, whichever is later, that the failure to obtain the mortgage commitment is the result of Buyer's bad faith, negligence,
 82 intentional conduct or failure to diligently pursue the mortgage application, then Escrowee shall not return the deposit monies to Buyer
 83 without the written authorization of Seller. If Buyer has applied for Section 203(k) financing this Contract is contingent upon mortgage
 84 approval and the Buyer's acceptance of additional required repairs as determined by the lender.

85 (E) **BALANCE OF PURCHASE PRICE:** The balance of the purchase price shall be paid by Buyer in cash, or by certified, cashier's
 86 check or trust account check.

87 Payment of the balance of the purchase price by Buyer shall be made at the closing, which will take place on October 14, 2024
 88 (date) at the office of Buyer's closing agent or such other place as Seller
 89 and Buyer may agree ("the Closing").

90 **4. SUFFICIENT ASSETS:**

91 Buyer represents that Buyer has or will have as of the Closing, all necessary cash assets, together with the mortgage loan proceeds, to
 92 complete the Closing. Should Buyer not have sufficient cash assets at the Closing, Buyer will be in breach of this Contract and Seller shall
 93 be entitled to any remedies as provided by law.

94 **5. ACCURATE DISCLOSURE OF SELLING PRICE:**

95 Buyer and Seller certify that this Contract accurately reflects the gross sale price as indicated in Section 2 of this Contract. Buyer and
 96 Seller understand and agree that this information shall be disclosed to the Internal Revenue Service and other government agencies as
 97 required by law.

98 **6. ITEMS INCLUDED IN SALE:**

99 The Property includes all fixtures permanently attached to the building(s), and all shrubbery, plantings and fencing, gas and electric
 100 fixtures, cooking ranges and ovens, hot water heaters, flooring, screens, storm sashes, shades, blinds, awnings, radiator covers, heating
 101

111 apparatus and sump pumps, if any, except where owned by tenants, are included in this sale. All of the appliances shall be in working
 112 order as of the Closing. Seller does not guarantee the condition of the appliances after the Deed and affidavit of title have been delivered
 113 to Buyer at the Closing. The following items are also specifically included (If reference is made to the MLS Sheet and/or any other
 114 document, then the document(s) referenced should be attached.):

115 **Playground, Kitchen Appliances, Washer/Dryer and Refrigerator.**

117
 118
 119 **7. ITEMS EXCLUDED FROM SALE:** (If reference is made to the MLS Sheet and/or any other document, then the document(s)
 120 referenced should be attached.):

121 **Per MLS**

122
 123
 124
 125 **8. DATES AND TIMES FOR PERFORMANCE:**

126 Seller and Buyer agree that all dates and times included in this Contract are of the essence. This means that Seller and Buyer must satisfy
 127 the terms of this Contract within the time limits that are set in this Contract or will be in default, except as otherwise provided in this
 128 Contract or required by applicable law, including but not limited to if the Closing has to be delayed either because a lender does not timely
 129 provide documents through no fault of Buyer or Seller or for three (3) business days because of the change of terms as required by the
 130 Consumer Financial Protection Bureau.

131
 132 If Seller requests that any addendum or other document be signed in connection with this Contract, "final execution date," "acknowl-
 133 edgement date," or similar language contained in such document that sets the time period for the completion of any conditions or contin-
 134 gencies, including but not limited to inspections and financing, shall mean that the time will begin to run after the attorney-review period
 135 is completed or, if this Contract is timely disapproved by an attorney as provided in the Attorney-Review Clause Section of this Contract,
 136 then from the date the parties agree to the terms of this Contract.

137
 138 Buyer selects **TBD** ("Closing Agent") as the title company, attorney or other entity or person to con-
 139 duct the Closing. If the Closing Agent is an entity or person other than the Buyer's attorney, Buyer agrees to timely contact the Closing
 140 Agent to schedule the Closing after the attorney-review period is completed or, if the Contract is timely disapproved by an attorney as
 141 provided in the Attorney-Review Clause Section of this Contract, then after the parties agree to the terms of this Contract.

142
 143 **9. CERTIFICATE OF OCCUPANCY AND ZONING COMPLIANCE:**

144 Seller makes no representations concerning existing zoning ordinances, except that Seller's use of the Property is not presently in violation
 145 of any zoning ordinances.

146
 147 Some municipalities may require a Certificate of Occupancy or Housing Code Letter to be issued. If any is required for this Property,
 148 Seller shall obtain it at Seller's expense and provide to Buyer prior to Closing and shall be responsible to make and pay for any repairs
 149 required in order to obtain the Certificate or Letter. However, if this expense exceeds \$ _____ (if left blank, then 1.5% of the
 150 purchase price) to Seller, then Seller may terminate this Contract and refund to Buyer all deposit monies plus Buyer's reasonable expenses,
 151 if any, in connection with this transaction unless Buyer elects to make repairs in excess of said amount at Buyer's expense, in which event
 152 Seller shall not have the right to terminate this Contract. In addition, Seller shall comply with all New Jersey laws, and local ordinances,
 153 including but not limited to smoke detectors, carbon monoxide detectors, fire extinguishers and indoor sprinklers, the cost of which shall
 154 be paid by Seller and not be considered as a repair cost.

155
 156 **10. MUNICIPAL ASSESSMENTS:** (Seller represents that Seller has has not been notified of any such municipal assessments as
 157 explained in this Section.)

158
 159 Title shall be free and clear of all assessments for municipal improvements, including but not limited to municipal liens, as well as
 160 assessments and liabilities for future assessments for improvements constructed and completed. All confirmed assessments and all
 161 unconfirmed assessments that have been or may be imposed by the municipality for improvements that have been completed as of the
 162 Closing are to be paid in full by Seller or credited to Buyer at the Closing. A confirmed assessment is a lien against the Property. An
 163 unconfirmed assessment is a potential lien that, when approved by the appropriate governmental entity, will become a legal claim against
 164 the Property.

165
 166 **11. QUALITY AND INSURABILITY OF TITLE:**

167 At the Closing, Seller shall deliver a duly executed Bargain and Sale Deed with Covenant as to Grantor's Acts or other Deed satisfactory
 168 to Buyer. Title to the Property will be free from all claims or rights of others, except as described in this Section and Section 12 of this
 169 Contract. The Deed shall contain the full legal description of the Property.

171 This sale will be subject to utility and other easements and restrictions of record, if any, and such state of facts as an accurate survey
 172 might disclose, provided such easement or restriction does not unreasonably limit the use of the Property. Generally, an easement is a
 173 right of a person other than the owner of property to use a portion of the property for a special purpose. A restriction is a recorded
 174 limitation on the manner in which a property owner may use the property. Buyer does not have to complete the purchase, however,
 175 if any easement, restriction or facts disclosed by an accurate survey would substantially interfere with the use of the Property for
 176 residential purposes. A violation of any restriction shall not be a reason for Buyer refusing to complete the Closing as long as the title
 177 company insures Buyer against loss at regular rates. The sale also will be made subject to applicable zoning ordinances, provided that
 178 the ordinances do not render title unmarketable.
 179

180 Title to the Property shall be good, marketable and insurable, at regular rates, by any title insurance company licensed to do business
 181 in New Jersey, subject only to the claims and rights described in this Section and Section 12. Buyer agrees to order a title insurance
 182 commitment (title search) and survey, if required by Buyer's lender, title company or the municipality where the Property is located,
 183 and to furnish copies to Seller. If Seller's title contains any exceptions other than as set forth in this Section, Buyer shall notify Seller
 184 and Seller shall have thirty (30) calendar days within which to eliminate those exceptions. Seller represents, to the best of Seller's
 185 knowledge, that there are no restrictions in any conveyance or plans of record that will prohibit use and/or occupancy of the Property
 186 as a Single family residential dwelling. Seller represents that all buildings and other improvements on the Property are
 187 within its boundary lines and that no improvements on adjoining properties extend across boundary lines of the Property.
 188

189 If Seller is unable to transfer the quality of title required and Buyer and Seller are unable to agree upon a reduction of the purchase
 190 price, Buyer shall have the option to either void this Contract, in which case the monies paid by Buyer toward the purchase price shall
 191 be returned to Buyer, together with the actual costs of the title search and the survey and the mortgage application fees in preparing for
 192 the Closing without further liability to Seller, or to proceed with the Closing without any reduction of the purchase price.
 193

12. POSSESSION, OCCUPANCY AND TENANCIES:

(A) Possession and Occupancy.

196 Possession and occupancy will be given to Buyer at the Closing. Buyer shall be entitled to possession of the Property, and any rents or
 197 profits from the Property, immediately upon the delivery of the Deed and the Closing. Seller shall pay off any person with a claim or right
 198 affecting the Property from the proceeds of this sale at or before the Closing.
 199

(B) Tenancies. Applicable Not Applicable

200 Occupancy will be subject to the tenancies listed below as of the Closing. Seller represents that the tenancies are not in violation of any
 201 existing Municipal, County, State or Federal rules, regulations or laws. Seller agrees to transfer all security deposits to Buyer at the Closing
 202 and to provide to Brokers and Buyer a copy of all leases concerning the tenancies, if any, along with this Contract when it is signed by
 203 Seller. Seller represents that such leases can be assigned and that Seller will assign said leases, and Buyer agrees to accept title subject to
 204 these leases.
 205

TENANT'S NAME	LOCATION	RENT	SECURITY DEPOSIT	TERM

212 Buyer acknowledges that, effective July 22, 2022, certain rental dwelling units built before 1978 are required to be inspected pursuant to
 213 N.J.S.A. 52:27D-437.16, et seq., for lead-based paint. See section 13D below.
 214

13. LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARD: (This section is applicable only to all dwellings built prior to 1978.) Applicable Not Applicable

(A) Document Acknowledgement.

218 Buyer acknowledges receipt of the EPA pamphlet entitled "Protect Your Family From Lead In Your Home." Moreover, a copy of a
 219 document entitled "Disclosure of Information and Acknowledgement Lead-Based Paint and Lead-Based Paint Hazards" has been fully
 220 completed and signed by Buyer, Seller and Broker(s) and is appended to and made a part of this Contract.
 221

(B) Lead Warning Statement.

223 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such
 224 property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead
 225 poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient,
 226 behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest
 227 in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or
 228 inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for
 229 possible lead-based paint hazards is recommended prior to purchase.
 230

231 **(C) Inspection.**

232 The law requires that, unless Buyer and Seller agree to a longer or shorter period, Seller must allow Buyer a ten (10) calendar day period
 233 within which to complete an inspection and/or risk assessment of the Property as set forth in the next paragraph. Buyer, however, has the
 234 right to waive this requirement in its entirety.

235
 236 This Contract is contingent upon an inspection and/or risk assessment (the "Inspection") of the Property by a certified inspector/risk
 237 assessor for the presence of lead-based paint and/or lead-based paint hazards. The Inspection shall be ordered and obtained by Buyer at
 238 Buyer's expense within ten (10) calendar days after the attorney-review period is completed or, if this Contract is timely disapproved by an
 239 attorney as provided in the Attorney-Review Clause Section of this Contract, then within ten (10) calendar days after the parties agree to
 240 the terms in this Contract ("Completion Date"). If the Inspection indicates that no lead-based paint or lead-based paint hazard is present
 241 at the Property, this contingency clause shall be deemed null and void. If the Inspection indicates that lead-based paint or lead-based paint
 242 hazard is present at the Property, this contingency clause will terminate at the time set forth above unless, within five (5) business days from
 243 the Completion Date, Buyer delivers a copy of the inspection and/or risk assessment report to Seller and Brokers and (1) advises Seller
 244 and Brokers, in writing that Buyer is voiding this Contract; or (2) delivers to Seller and Brokers a written amendment (the "Amendment")
 245 to this Contract listing the specific existing deficiencies and corrections required by Buyer. The Amendment shall provide that Seller
 246 agrees to (a) correct the deficiencies; and (b) furnish Buyer with a certification from a certified inspector/risk assessor that the deficiencies
 247 have been corrected, before the Closing. Seller shall have _____ (if left blank, then 3) business days after receipt of the Amendment
 248 to sign and return it to Buyer or send a written counter-proposal to Buyer. If Seller does not sign and return the Amendment or fails to
 249 offer a counter-proposal, this Contract shall be null and void. If Seller offers a counter-proposal, Buyer shall have _____ (if left
 250 blank, then 3) business days after receipt of the counter-proposal to accept it. If Buyer fails to accept the counter-proposal within the time
 251 limit provided, this Contract shall be null and void.

252 **(D) Rental Dwelling Inspections.**

253 Effective July 22, 2022, all rental dwelling units built before 1978 required to be inspected pursuant to the New Jersey Lead-Based Paint
 254 Inspection Law, N.J.S.A. 52:27D-437.16, et seq., must be inspected for lead-based paint by July 22, 2024, or upon tenant turnover,
 255 whichever is earlier (note: there are several exemptions, including but not limited to seasonal rentals that are rented for less than six (6)
 256 months each year by tenants that do not have consecutive lease renewals). The law imposes an obligation on municipalities to perform
 257 or hire, or allow the property owner/landlord to directly hire, a certified lead evaluation contractor to perform the inspections of single-
 258 family, two-family, and multiple rental dwellings that are covered by the law for lead-based paint hazards, at times specified in the law. The
 259 type of inspection depends on the lead levels in children in the municipality where the rental dwelling unit is located.

260 Seller is advised to provide Buyer with all lead-safe certifications concerning the Property and the Guide to Lead-Based Paint in Rental Dwellings
 261 issued by the New Jersey Department of Community Affairs prior to closing.

262 Buyer is advised to contact the municipality in which the Property is located to determine the type of inspection, if any, required if the Property
 263 currently has a tenant or may have a tenant in the future.

264 **14. POINT-OF-ENTRY TREATMENT ("POET") SYSTEMS:** Applicable Not Applicable

265 A point-of-entry treatment ("POET") system is a type of water treatment system used to remove contaminants from the water entering a
 266 structure from a potable well, usually through a filtration process. Seller represents that a POET system has been installed to an existing
 267 well on the Property and the POET system was installed and/or maintained using funds received from the New Jersey Spill Compensation
 268 Fund Claims Program, N.J.S.A. 58:10-23.11, et seq. The Buyer understands that Buyer will not be eligible to receive any such funds for the
 269 continued maintenance of the POET system. Pursuant to N.J.A.C. 7:1J-2.5(c), Seller agrees to notify the Department of Environmental
 270 Protection within thirty (30) calendar days of executing this Contract that the Property is to be sold.

271 **15. CESSPOOL REQUIREMENTS:** Applicable Not Applicable

272 **(This section is applicable if the Property has a cesspool, except in certain limited circumstances set forth in N.J.A.C. 7:9A-3.16.)** Pursuant to New Jersey's Standards for Individual Subsurface Sewage Disposal Systems, N.J.A.C. 7:9A (the "Standards"), if
 273 this Contract is for the sale of real property at which any cesspool, privy, outhouse, latrine or pit toilet (collectively "Cesspool") is located,
 274 the Cesspool must be abandoned and replaced with an individual subsurface sewage disposal system at or before the time of the real
 275 property transfer, except in limited circumstances.

276 (A) Seller represents to Buyer that no Cesspool is located at or on the Property, or one or more Cesspools are located at or on the
 277 Property. [If there are one or more Cesspools, then also check EITHER Box 1 or 2 below.]

278 1. Seller agrees that, prior to the Closing and at its sole cost and expense, Seller shall abandon and replace any and all Cesspools
 279 located at or on the Property and replace such Cesspools with an individual subsurface sewage disposal system ("System") meeting all
 280 the requirements of the Standards. At or prior to the Closing, Seller shall deliver to Buyer a certificate of compliance ("Certificate of
 281 Compliance") issued by the administrative authority ("Administrative Authority") (as those terms are defined in N.J.A.C. 7:9A-2.1) with
 282 respect to the System. Notwithstanding the foregoing, if the Administrative Authority determines that a fully compliant system cannot

291 be installed at the Property, then Seller shall notify Buyer in writing within three (3) business days of its receipt of the Administrative
 292 Authority's determination of its intent to install either a nonconforming System or a permanent holding tank, as determined by the
 293 Administrative Authority ("Alternate System"), and Buyer shall then have the right to void this Contract by notifying Seller in writing
 294 within seven (7) business days of receipt of the notice from Seller. If Buyer fails to timely void this Contract, Buyer shall have waived its
 295 right to cancel this Contract under this paragraph, and Seller shall install the Alternate System and, at or prior to the Closing, deliver
 296 to Buyer such Certificate of Compliance or other evidence of approval of the Alternate System as may be issued by the Administrative
 297 Authority. The delivery of said Certificate of Compliance or other evidence of approval shall be a condition precedent to the Closing; or
 298

299 2. Buyer agrees that, at its sole cost and expense, Buyer shall take all actions necessary to abandon and replace any and all Cesspools
 300 located at or on the Property and replace such Cesspools with a System meeting all the requirements of the Standards or an Alternate
 301 System. Buyer shall indemnify and hold Seller harmless for any and all costs, damages, claims, fines, penalties and assessments (including
 302 but not limited to reasonable attorneys' and experts' fees) arising from Buyer's violation of this paragraph. This paragraph shall survive
 303 the Closing.
 304

305 (B) If prior to the Closing, either Buyer or Seller becomes aware of any Cesspool at or on the Property that was not disclosed by Seller
 306 at or prior to execution of this Contract, the party with knowledge of the newly identified Cesspool shall promptly, but in no event later
 307 than three (3) business days after receipt of such knowledge, advise the other party of the newly identified Cesspool in writing. In such
 308 event, the parties in good faith shall agree, no later than seven (7) business days after sending or receiving the written notice of the newly
 309 identified Cesspool, or the day preceding the scheduled Closing, whichever is sooner, to proceed pursuant to subsection (A) 1 or 2 above
 310 or such other agreement as satisfies the Standards, or either party may terminate this Contract.
 311

312 16. INSPECTION CONTINGENCY CLAUSE:

313 (A) Responsibilities of Home Ownership.

314 Buyer and Seller acknowledge and agree that, because the purchase of a home is one of the most significant investments a person can
 315 make in a lifetime, all aspects of this transaction require considerable analysis and investigation by Buyer before closing title to the
 316 Property. While Brokers and salespersons who are involved in this transaction are trained as licensees under the New Jersey Licensing Act
 317 they readily acknowledge that they have had no special training or experience with respect to the complexities pertaining to the multitude
 318 of structural, topographical and environmental components of this Property. For example, and not by way of limitation, Brokers and
 319 salespersons have no special training, knowledge or experience with regard to discovering and/or evaluating physical defects, including
 320 structural defects, roof, basement, mechanical equipment, such as heating, air conditioning, and electrical systems, sewage, plumbing,
 321 exterior drainage, termite, and other types of insect infestation or damage caused by such infestation. Moreover, Brokers and salespersons
 322 similarly have no special training, knowledge or experience with regard to evaluation of possible environmental conditions which might
 323 affect the Property pertaining to the dwelling, such as the existence of radon gas, formaldehyde gas, airborne asbestos fibers, toxic
 324 chemicals, underground storage tanks, lead, mold or other pollutants in the soil, air or water.
 325

326 (B) Radon Testing, Reports and Mitigation.

327 (Radon is a radioactive gas which results from the natural breakdown of uranium in soil, rock and water. It has been
 328 found in homes all over the United States and is a carcinogen. For more information on radon, go to
 329 www.epa.gov/radon and www.nj.gov/dep/rpp/radon or call the NJ Radon Hot Line at 800-648-0394 or 609-984- 5425.)
 330

331 If the Property has been tested for radon prior to the date of this Contract, Seller agrees to provide to Buyer, at the time of the execution
 332 of this Contract, a copy of the result of the radon test(s) and evidence of any subsequent radon mitigation or treatment of the Property.
 333 In any event, Buyer shall have the right to conduct a radon inspection/test as provided and subject to the conditions set forth in paragraph
 334 (D) below. If any test results furnished or obtained by Buyer indicate a concentration level of 4 picocuries per liter (4.0 pCi/L) or more in
 335 the subject dwelling, Buyer shall then have the right to void this Contract by notifying Seller in writing within seven (7) business days of the
 336 receipt of any such report. For the purposes of this Section 16, Seller and Buyer agree that, in the event a radon gas concentration level
 337 in the subject dwelling is determined to be less than 4 picocuries per liter (4.0 pCi/L) without any remediation, such level of radon gas
 338 concentration shall be deemed to be an acceptable level ("Acceptable Level") for the purposes of this Contract. Under those circumstances,
 339 Seller shall be under no obligation to remediate, and this contingency clause as it relates to radon shall be deemed fully satisfied.
 340

341 If Buyer's qualified inspector reports that the radon gas concentration level in the subject dwelling is four picocuries per liter (4.0 pCi/L)
 342 or more, Seller shall have a seven (7) business day period after receipt of such report to notify Buyer in writing that Seller agrees to
 343 remediate the gas concentration to an Acceptable Level (unless Buyer has voided this Contract as provided in the preceding paragraph).
 344 Upon such remediation, the contingency in this Contract which relates to radon shall be deemed fully satisfied. If Seller fails to notify
 345 Buyer of Seller's agreement to so remediate, such failure to so notify shall be deemed to be a refusal by Seller to remediate the radon level
 346 to an Acceptable Level, and Buyer shall then have the right to void this Contract by notifying Seller in writing within seven (7) calendar
 347 days thereafter. If Buyer fails to void this Contract within the seven (7) business day period, Buyer shall have waived Buyer's right to cancel
 348 this Contract and this Contract shall remain in full force and effect, and Seller shall be under no obligation to remediate the radon gas
 349 concentration. If Seller agrees to remediate the radon to an Acceptable Level, such remediation and associated testing shall be completed
 350 by Seller prior to the Closing.

351 **(C) Infestation and/or Damage By Wood Boring Insects.**

352 Buyer shall have the right to have the Property inspected by a licensed exterminating company of Buyer's choice, for the purpose of
 353 determining if the Property is free from infestation and damage from termites or other wood destroying insects. If Buyer chooses to
 354 make this inspection, Buyer shall pay for the inspection unless Buyer's lender prohibits Buyer from paying, in which case Seller shall
 355 pay. The inspection must be completed and written reports must be furnished to Seller and Broker(s) within _____ (if left blank, then 14)
 356 calendar days after the attorney-review period is completed or, if this Contract is timely disapproved by an attorney as provided in the
 357 Attorney-Review Clause Section of this Contract, then within _____ (if left blank, then 14) calendar days after the parties agree to the
 358 terms of this Contract. This report shall state the nature and extent of any infestation and/or damage and the full cost of treatment
 359 for any infestation. Seller agrees to treat any infestation and cure any damage at Seller's expense prior to Closing, provided however,
 360 if the cost to cure exceeds 1% of the purchase price of the Property, then either party may void this Contract provided they do so
 361 within _____ (if left blank, then 7) business days after the report has been delivered to Seller and Brokers. If Buyer and Seller are unable
 362 to agree upon who will pay for the cost to cure and neither party timely voids this Contract, then Buyer will be deemed to have waived
 363 its right to terminate this Contract and will bear the cost to cure that is over 1% of the purchase price, with Seller bearing the cost that
 364 is under 1% of the purchase price.

365

366 **(D) Buyer's Right to Inspections.**

367 Buyer acknowledges that the Property is being sold in an "as is" condition and that this Contract is entered into based upon the knowledge
 368 of Buyer as to the value of the land and whatever buildings are upon the Property, and not on any representation made by Seller, Brokers
 369 or their agents as to character or quality of the Property. Therefore, Buyer, at Buyer's sole cost and expense, is granted the right to have
 370 the dwelling and all other aspects of the Property, inspected and evaluated by "qualified inspectors" (as the term is defined in subsection
 371 H below) for the purpose of determining the existence of any physical defects or environmental conditions such as outlined above. If
 372 Buyer chooses to make inspections referred to in this paragraph, such inspections must be completed, and written reports including a list
 373 of repairs Buyer is requesting must be furnished to Seller and Brokers within _____ (if left blank, then 14) calendar days after the attorney-
 374 review period is completed or, if this Contract is timely disapproved by an attorney as provided in the Attorney-Review Clause Section
 375 of this Contract, then within _____ (if left blank, then 14) calendar days after the parties agree to the terms of this Contract. If Buyer fails
 376 to furnish such written reports to Seller and Brokers within the _____ (if left blank, then 14) calendar days specified in this paragraph,
 377 this contingency clause shall be deemed waived by Buyer, and the Property shall be deemed acceptable by Buyer. The time period for
 378 furnishing the inspection reports is referred to as the "Inspection Time Period." Seller shall have all utilities in service for inspections.

379

380 **(E) Responsibility to Cure.**

381 If any physical defects or environmental conditions (other than radon or woodboring insects) are reported by the qualified inspectors to
 382 Seller within the Inspection Time Period, Seller shall then have seven (7) business days after the receipt of such reports to notify Buyer
 383 in writing that Seller shall correct or cure any of the defects set forth in such reports. If Seller fails to notify Buyer of Seller's agreement
 384 to so cure and correct, such failure to so notify shall be deemed to be a refusal by Seller to cure or correct such defects. If Seller fails to
 385 agree to cure or correct such defects within the seven (7) business day period, or if the environmental condition at the Property (other
 386 than radon) is incurable and is of such significance as to unreasonably endanger the health of Buyer, Buyer shall then have the right to
 387 void this Contract by notifying Seller in writing within seven (7) business days thereafter. If Buyer fails to void this Contract within the
 388 seven (7) business day period, Buyer shall have waived Buyer's right to cancel this Contract and this Contract shall remain in full force,
 389 and Seller shall be under no obligation to correct or cure any of the defects set forth in the inspections. If Seller agrees to correct or cure
 390 such defects, all such repair work shall be completed by Seller prior to the closing of title. Radon at the Property shall be governed by
 391 the provisions of paragraph (B), above.

392

393 **(F) Flood Risks.**

394 Flood risks in New Jersey are growing due to the effects of climate change. Coastal and inland areas may experience significant flooding
 395 now and in the near future, including in places that were not previously known to flood. For example, by 2050, it is likely that sea-level
 396 rise will meet or exceed 2.1 feet above 2000 levels, placing over 40,000 New Jersey properties at risk of permanent coastal flooding.
 397 In addition, precipitation intensity in New Jersey is increasing at levels significantly above historic trends, placing inland properties at
 398 greater risk of flash flooding. These and other coastal and inland flood risks are expected to increase within the life of a typical mortgage
 399 originated in or after 2020.

400

401 To learn more about these impacts, including the flood risk to the property, visit njrealto/flood-disclosure. To learn more about how to
 402 prepare for a flood emergency, visit njrealto/flood-planning.

403

404 **(G) Flood Hazard Area.**

405 The federal and state governments have designated certain areas as flood areas. If the Property is located in a flood area, the use of the
 406 Property may be limited. If Buyer's inquiry reveals that the Property is in a flood area, Buyer may cancel this Contract within ten (10)
 407 calendar days after the attorney-review period is completed or, if this Contract is timely disapproved by an attorney as provided in the
 408 Attorney-Review Clause Section of this Contract, then within ten (10) calendar days after the parties agree to the terms of this Contract.
 409 If the mortgage lender requires flood insurance, then Buyer shall be responsible for obtaining such insurance on the Property. For a flood
 410 policy to be in effect immediately, there must be a loan closing. There is a thirty (30) calendar day wait for flood policies to be in effect

411 for cash transactions. Therefore, cash buyers are advised to make application and make advance payment for a flood policy at least thirty
 412 (30) calendar days in advance of closing if they want coverage to be in effect upon transfer of title.
 413

414 Buyer's mortgage lender may require Buyer to purchase flood insurance in connection with Buyer's purchase of this Property. The
 415 National Flood Insurance Program ("NFIP") provides for the availability of flood insurance but also establishes flood insurance policy
 416 premiums based on the risk of flooding in the area where properties are located. Due to amendments to federal law governing the
 417 NFIP, those premiums are increasing and, in some cases, will rise by a substantial amount over the premiums previously charged for
 418 flood insurance for the Property. As a result, Buyer should not rely on the premiums paid for flood insurance on this Property previously
 419 as an indication of the premiums that will apply after Buyer completes the purchase. In considering Buyer's purchase of this Property,
 420 Buyer is therefore urged to consult with one or more carriers of flood insurance for a better understanding of flood insurance coverage,
 421 the premiums that are likely to be required to purchase such insurance and any available information about how those premiums may
 422 increase in the future.
 423

424 **(H) Qualifications of Inspectors.**

425 Where the term "qualified inspectors" is used in this Contract, it is intended to refer to persons or businesses that are licensed or certified
 426 by the State of New Jersey for such purpose.
 427

428 **(I) Water Quality.**

429 Buyer acknowledges that Seller, the Broker(s) and/or its agent(s) make no representations concerning the quality of the drinking water
 430 or any drinking water health advisories issued by federal, state and/or municipal agencies, including but not limited to concerning
 431 manufactured chemicals, such as per - and poly-fluoroalkyl substances ("PFAS"), or otherwise, at the Property, except as set forth by Seller in
 432 the Seller Property Disclosure Statement, if applicable. Buyer has the right and is advised to contact the local water utility, the municipality
 433 where the Property is located and/or the New Jersey Department of Environmental Protection to learn more about the drinking water at
 434 the Property, as well as testing, monitoring and reducing exposure to contaminants.
 435

436 **17. MEGAN'S LAW STATEMENT:**

437 Under New Jersey law, the county prosecutor determines whether and how to provide notice of the presence of convicted sex offenders
 438 in an area. In their professional capacity, real estate licensees are not entitled to notification by the county prosecutor under Megan's Law
 439 and are unable to obtain such information for you. Upon closing, the county prosecutor may be contacted for such further information
 440 as may be disclosable to you.
 441

442 **18. MEGAN'S LAW REGISTRY:**

443 Buyer is notified that New Jersey law establishes an Internet Registry of Sex Offenders that may be accessed at www.njsp.org. Neither
 444 Seller nor any real estate broker or salesperson make any representation as to the accuracy of the registry.
 445

446 **19. NOTIFICATION REGARDING OFF-SITE CONDITIONS: (Applicable to all resale transactions.)**

447 Pursuant to the New Residential Construction Off-Site Conditions Disclosure Act, N.J.S.A. 46:3C-1, et seq., the clerks of municipalities in
 448 New Jersey maintain lists of off-site conditions which may affect the value of residential properties in the vicinity of the off-site condition.
 449 Buyers may examine the lists and are encouraged to independently investigate the area surrounding this property in order to become
 450 familiar with any off-site conditions which may affect the value of the property. In cases where a property is located near the border of a
 451 municipality, buyers may wish to also examine the list maintained by the neighboring municipality.
 452

453 **20. AIR SAFETY AND ZONING NOTICE:**

454 Any person who sells or transfers a property that is in an airport safety zone as set forth in the New Jersey Air Safety and Zoning Act of
 455 1983, N.J.S.A. 6:1-80, et seq., and appearing on a municipal map used for tax purposes, as well as Seller's agent, shall provide notice to
 456 a prospective buyer that the property is located in an airport safety zone prior to the signing of the contract of sale. The Air Safety and
 457 Zoning Act also requires that each municipality in an airport safety zone enact an ordinance or ordinances incorporating the standards
 458 promulgated under the Act and providing for their enforcement within the delineated areas in the municipality. Buyer acknowledges
 459 receipt of the following list of airports and the municipalities that may be affected by them and that Buyer has the responsibility to
 460 contact the municipal clerk of any affected municipality concerning any ordinance that may affect the Property.
 461

Municipality	Airport(s)	Municipality	Airport(s)
Alexandria Tp.	Alexandria & Sky Manor	Eagleswood Tp.	Eagles Nest
Andover Tp.	Aeroflex-Andover & Newton	Ewing Tp.	Trenton-Mercer County
Bedminster Tp.	Somerset	E. Hanover Tp.	Morristown Municipal
Berkeley Tp.	Ocean County	Florham Park Bor.	Morristown Municipal
Berlin Bor.	Camden County	Franklin Tp. (Gloucester Cty.)	Southern Cross & Vineland Downtown
Blairstown Tp.	Blairstown	Franklin Tp. (Hunterdon Cty.)	Sky Manor
Branchburg Tp.	Somerset	Franklin Tp. (Somerset Cty.)	Central Jersey Regional
Buena Bor. (Atlantic Cty.)	Vineland-Downtown	Hammonton Bor.	Hammonton Municipal
Dennis Tp.	Woodbine Municipal	Hanover Tp.	Morristown Municipal

471	Municipality	Airport(s)	Municipality	Airport(s)
472	Hillsborough Tp.	Central Jersey Regional	Ocean City	Ocean City
473	Hopewell Tp. (Mercer Cty.)	Trenton-Mercer County	Old Bridge Tp.	Old Bridge
474	Howell Tp.	Monmouth Executive	Oldmans Tp.	Oldmans
475	Lacey Tp.	Ocean County	Pemberton Tp.	Pemberton
476	Lakewood Tp.	Lakewood	Pequannock Tp.	Lincoln Park
477	Lincoln Park Bor.	Lincoln Park	Readington Tp.	Solberg-Hunterdon
478	Lower Tp.	Cape May County	Rocky Hill Boro.	Princeton
479	Lumberton Tp.	Flying W & South Jersey Regional	Southampton Tp.	Red Lion
480	Manalapan Tp. (Monmouth Cty.)	Old Bridge	Springfield Tp.	Red Wing
481	Mansfield Tp.	Hackettstown	Upper Deerfield Tp.	Bucks
482	Manville Bor.	Central Jersey Regional	Vineland City	Kroelinger & Vineland Downtown
483	Medford Tp.	Flying W	Wall Tp.	Monmouth Executive
484	Middle Tp.	Cape May County	Wantage Tp.	Sussex
485	Millville	Millville Municipal	Robbinsville	Trenton-Robbinsville
486	Monroe Tp. (Gloucester Cty.)	Cross Keys & Southern Cross	West Milford Tp.	Greenwood Lake
487	Monroe Tp. (Middlesex Cty.)	Old Bridge	Winslow Tp.	Camden County
488	Montgomery Tp.	Princeton	Woodbine Bor.	Woodbine Municipal
489				

The following airports are not subject to the Airport Safety and Zoning Act because they are subject to federal regulation or within the jurisdiction of the Port of Authority of New York and New Jersey and therefore are not regulated by New Jersey: Essex County Airport, Linden Airport, Newark Liberty Airport, Teterboro Airport, Little Ferry Seaplane Base, Atlantic City International Airport, and Maguire Airforce Base and NAEC Lakehurst.

21. BULK SALES:

The New Jersey Bulk Sales Law, N.J.S.A. 54:50-38, (the "Law") applies to the sale of certain residential property. Under the Law, Buyer may be liable for taxes owed by Seller if the Law applies and Buyer does not deliver to the Director of the New Jersey Division of Taxation (the "Division") a copy of this Contract and a notice on a form required by the Division (the "Tax Form") at least ten (10) business days prior to the Closing. If Buyer decides to deliver the Tax Form to the Division, Seller shall cooperate with Buyer by promptly providing Buyer with any information that Buyer needs to complete and deliver the Tax Form in a timely manner. Buyer promptly shall deliver to Seller a copy of any notice that Buyer receives from the Division in response to the Tax Form.

The Law does not apply to the sale of a simple dwelling house, or the sale or lease of a seasonal rental property, if Seller is an individual, estate or trust, or any combination thereof, owning the simple dwelling house or seasonal rental property as joint tenants, tenants in common or tenancy by the entirety. A simple dwelling house is a one or two family residential building, or a cooperative or condominium unit used as a residential dwelling, none of which has any commercial property. A seasonal rental property is a time share, or a dwelling unit that is rented for residential purposes for a term of not more than 125 consecutive days, by an owner that has a permanent residence elsewhere.

If, prior to the Closing, the Division notifies Buyer to withhold an amount (the "Tax Amount") from the purchase price proceeds for possible unpaid tax liabilities of Seller, Buyer's attorney or Buyer's title insurance company (the "Escrow Agent") shall withhold the Tax Amount from the closing proceeds and place that amount in escrow (the "Tax Escrow"). If the Tax Amount exceeds the amount of available closing proceeds, Seller shall bring the deficiency to the Closing and the deficiency shall be added to the Tax Escrow. If the Division directs the Escrow Agent or Buyer to remit funds from the Tax Escrow to the Division or some other entity, the Escrow Agent or Buyer shall do so. The Escrow Agent or Buyer shall only release the Tax Escrow, or the remaining balance thereof, to Seller (or as otherwise directed by the Division) upon receipt of written notice from the Division that it can be released, and that no liability will be asserted under the Law against Buyer.

22. NOTICE TO BUYER CONCERNING INSURANCE:

Buyer should obtain appropriate casualty and liability insurance for the Property. Buyer's mortgage lender will require that such insurance be in place at Closing. Occasionally, there are issues and delays in obtaining insurance. Be advised that a "binder" is only a temporary commitment to provide insurance coverage and is not an insurance policy. Buyer is therefore urged to contact a licensed insurance agent or broker to assist Buyer in satisfying Buyer's insurance requirements.

23. MAINTENANCE AND CONDITION OF PROPERTY:

Seller agrees to maintain the grounds, buildings and improvements, in good condition, subject to ordinary wear and tear. The premises shall be in "broom clean" condition and free of debris as of the Closing. Seller represents that all electrical, plumbing, heating and air conditioning systems (if applicable), together with all fixtures included within the terms of the Contract now work and shall be in proper working order at the Closing. Seller further states, that to the best of Seller's knowledge, there are currently no leaks or seepage in the roof, walls or basement. Seller does not guarantee the continuing condition of the premises as set forth in this Section after the Closing.

New Jersey REALTORS® Form 118-Statewide | 08/2024 Page 10 of 14 Buyer's Initials: 

Seller's Initials:  

531 **24. RISK OF LOSS:**

532 The risk of loss or damage to the Property by fire or otherwise, except ordinary wear and tear, is the responsibility of Seller until
 533 the Closing.

534 **25. INITIAL AND FINAL WALK-THROUGHS:**

535 In addition to the inspections set forth elsewhere in this Contract, Seller agrees to permit Buyer or Buyer's duly authorized
 536 representative to conduct an initial and a final walk-through inspection of the interior and exterior of the Property at any reasonable
 537 time before the Closing. Seller shall have all utilities in service for the inspections.

538 **26. ADJUSTMENTS AT CLOSING:**

539 Seller shall pay for the preparation of the Deed, realty transfer fee, lien discharge fees, if any, and one-half of the title company charges
 540 for disbursements and attendance allowed by the Commissioner of Insurance; but all searches, title insurance premium and other
 541 conveyancing expenses are to be paid for by Buyer.

542 Seller and Buyer shall make prorated adjustments at Closing for items which have been paid by Seller or are due from Seller, such as real
 543 estate taxes, water and sewer charges that could be claims against the Property, rental and security deposits, association and condominium
 544 dues, and fuel in Seller's tank. Adjustments of fuel shall be based upon physical inventory and pricing by Seller's supplier. Such determina-
 545 tion shall be conclusive.

546 If Buyer is assuming Seller's mortgage loan, Buyer shall credit Seller for all monies, such as real estate taxes and insurance premiums paid
 547 in advance or on deposit with Seller's mortgage lender. Buyer shall receive a credit for monies, which Seller owes to Seller's Mortgage
 548 lender, such as current interest or a deficit in the mortgage escrow account.

549 If the Property is used or enjoyed by not more than four families and the purchase price exceeds \$1,000,000, then pursuant to N.J.S.A.
 550 46:15-7.2, Buyer will be solely responsible for payment of the fee due for the transfer of the Property, which is the so-called "Mansion
 551 "Tax, in the amount of one (1%) percent of the purchase price.

552 Unless an exemption applies, non-resident individuals, estates, or trusts that sell or transfer real property in New Jersey are required to
 553 make an estimated gross income tax payment to the State of New Jersey on the gain from a transfer/sale of real property (the so-called
 554 "Exit Tax,") as a condition of the recording of the deed.

555 If Seller is a foreign person (an individual, corporation or entity that is a non-US resident) under the Foreign Investment in Real
 556 Property Tax Act of 1980, as amended ("FIRPTA"), then with a few exceptions, a portion of the proceeds of sale may need to be
 557 withheld from Seller and paid to the Internal Revenue Service as an advance payment against Seller's tax liability.

558 Seller agrees that, if applicable, Seller will (a) be solely responsible for payment of any state or federal income tax withholding amount(s)
 559 required by law to be paid by Seller (which Buyer may deduct from the purchase price and pay at the Closing); and (b) execute
 560 and deliver to Buyer at the Closing any and all forms, affidavits or certifications required under state and federal law to be filed in
 561 connection with the amount(s) withheld.

562 There shall be no adjustment on any Homestead Rebate due or to become due.

563 **27. FAILURE OF BUYER OR SELLER TO CLOSE:**
 564 If Seller fails to close title to the Property in accordance with this Contract, Buyer then may commence any legal or equitable action
 565 to which Buyer may be entitled. If Buyer fails to close title in accordance with this Contract, Seller then may commence an action
 566 for damages it has suffered, and, in such case, the deposit monies paid on account of the purchase price shall be applied against such
 567 damages. If Buyer or Seller breach this Contract, the breaching party will nevertheless be liable to Brokers for the commissions in the
 568 amount set forth in this Contract, as well as reasonable attorneys' fees, costs and such other damages as are determined by the Court.
 569 If either Seller or Buyer commence such an action, in addition to any other remedy, the prevailing party will be entitled to reasonable
 570 attorneys' fees, costs and such other relief as is determined by the Court.

571 **28. CONSUMER INFORMATION STATEMENT ACKNOWLEDGMENT:**

572 By signing below, Seller and Buyer acknowledge they received the Consumer Information Statement on New Jersey Real Estate
 573 Relationships from the Broker(s) prior to the first showing of the Property.

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New Jersey REALTORS® Form 118-Statewide | 08/2024 Page 11 of 14 **Buyer's
 Initials:** 

**Seller's
 Initials:**  

591 **29. DECLARATION OF BROKER(S)'S BUSINESS RELATIONSHIP(S):**
 592 (A) Coldwell Banker Realty, (name of firm) and its authorized
 593 representative(s) Mikeala Semexant _____ (name(s) of licensee(s))
 594
 595

596 **ARE OPERATING IN THIS TRANSACTION AS A (indicate one of the following)**
 597 SELLER'S AGENT BUYER'S AGENT DISCLOSED DUAL AGENT DESIGNATED AGENTS
 598 TRANSACTION BROKER.

600 **(B) (If more than one firm is participating, provide the following.) INFORMATION SUPPLIED BY Coldwell Banker Realty**
 601 **(name of other firm.) HAS INDICATED THAT IT IS**
 602 **OPERATING IN THIS TRANSACTION AS A (indicate one of the following)**
 603 SELLER'S AGENT BUYER'S AGENT TRANSACTION BROKER.

604 **30. BROKERS' INFORMATION AND COMMISSION:**

605 The commission, in accord with the previously executed brokerage services agreement(s) between Broker for Buyer and Buyer, if
 606 applicable, and between Broker for the Seller and Seller, if applicable, shall be due and payable at the Closing and payment by Buyer
 607 of the purchase consideration for the Property. Seller hereby authorizes and instructs whoever is the disbursing agent to pay the full
 608 commission as set forth below to the below-mentioned Listing Broker and, if applicable, to Participating Broker out of the proceeds of
 609 sale prior to the payment of any such funds to Seller. Buyer consents to the disbursing agent making said disbursements and authorizes
 610 and instructs whoever is the disbursing agent to disburse to Participating Broker the full commission due to Participating Broker that is
 611 paid by Buyer at the Closing. The commission shall be paid upon the purchase price set forth in Section 2 and shall include any amounts
 612 allocated to, among other things, furniture and fixtures.

Listing Broker:	REC License ID:	Participating Broker:	REC License ID:
Coldwell Banker Realty	0903652	Coldwell Banker Realty	0903652
Agent at Listing Broker:	REC License ID:	Agent at Participating Broker:	REC License ID:
Giovanna Amata Meli	2082580	Mikeala Semexant	1643754
Address: 1410 Valley Road Wayne, NJ 07470		Address: 145 Maplewood Ave Maplewood, NJ 07040	
Office Phone: (973)694-8000	Fax: (973)694-8000	Office Phone: (973)378-8300	Fax: (973)378-5964
Agent Cell Phone: (973)800-9569	E-mail: giovanna.meli@cbreality.com	Agent Cell Phone: (862)596-1096	E-mail: mikealashomes@gmail.com
Commission due Listing Broker Per Listing or Other Written Agreement From Seller:		Commission due Participating Broker Per Buyer Agency or Other Written Agreement From Seller:	
	From Buyer:		From Buyer:
		2% -\$200	

634 **31. EQUITABLE LIEN:**
 635 Under New Jersey law, brokers who bring the parties together in a real estate transaction are entitled to an equitable lien in the amount
 636 of their commission. This lien attaches to the property being sold from when the contract of sale is signed until the closing and then to
 637 the funds due to seller at closing, and is not contingent upon the notice provided in this Section. As a result of this lien, the party who
 638 disburses the funds at the Closing in this transaction should not release any portion of the commission to any party other than Broker(s)
 639 and, if there is a dispute with regard to the commission to be paid, should hold the disputed amount in escrow until the dispute with
 640 Broker(s) is resolved and written authorization to release the funds is provided by Broker(s).

641 **32. DISCLOSURE THAT BUYER OR SELLER IS A REAL ESTATE LICENSEE:** Applicable Not Applicable
 642 A real estate licensee in New Jersey who has an interest as a buyer or seller of real property is required to disclose in the sales contract
 643 that the person is a licensee. _____ therefore discloses that he/she is licensed in New Jersey as
 644 a real estate broker broker-salesperson salesperson referral agent.

645 **33. BROKERS TO RECEIVE CLOSING DISCLOSURE AND OTHER DOCUMENTS:**
 646 Buyer and Seller agree that Broker(s) involved in this transaction will be provided with the Closing Disclosure documents and any
 647 amendments to those documents in the same time and manner as the Consumer Financial Protection Bureau requires that those
 648 documents be provided to Buyer and Seller. In addition, Buyer and Seller agree that, if one or both of them hire an attorney who
 649



651 disapproves this Contract as provided in the Attorney-Review Clause Section, then the attorney(s) will notify the Broker(s) in writing when
 652 either this Contract is finalized or the parties decide not to proceed with the transaction.
 653

654 **34. PROFESSIONAL REFERRALS:**

655 Seller and Buyer may request the names of attorneys, inspectors, engineers, tradespeople or other professionals from their Brokers
 656 involved in the transaction. Any names provided by Broker(s) shall not be deemed to be a recommendation or testimony of competency of
 657 the person or persons referred. Seller and Buyer shall assume full responsibility for their selection(s) and hold Brokers and/or salespersons
 658 harmless for any claim or actions resulting from the work or duties performed by these professionals.
 659

660 **35. ATTORNEY-REVIEW CLAUSE:**

661 **(1) Study by Attorney.**

662 Buyer or Seller may choose to have an attorney study this Contract. If an attorney is consulted, the attorney must complete his or her
 663 review of the Contract within a three-day period. This Contract will be legally binding at the end of this three-day period unless an
 664 attorney for Buyer or Seller reviews and disapproves of the Contract.
 665

666 **(2) Counting the Time.**

667 You count the three days from the date of delivery of the signed Contract to Buyer and Seller. You do not count Saturdays, Sundays or
 668 legal holidays. Buyer and Seller may agree in writing to extend the three-day period for attorney review.
 669

670 **(3) Notice of Disapproval.**

671 If an attorney for the Buyer or Seller reviews and disapproves of this Contract, the attorney must notify the Broker(s) and the other party
 672 named in this Contract within the three-day period. Otherwise this Contract will be legally binding as written. The attorney must send
 673 the notice of disapproval to the Broker(s) by fax, e-mail, personal delivery, or overnight mail with proof of delivery. Notice by overnight
 674 mail will be effective upon mailing. The personal delivery will be effective upon delivery to the Broker's office. The attorney may also,
 675 but need not, inform the Broker(s) of any suggested revision(s) in the Contract that would make it satisfactory.
 676

677 **36. NOTICES:**

678 All notices shall be by certified mail, fax, e-mail, recognized overnight courier or electronic document (except for notices under the
 679 Attorney-Review Clause Section) or by delivering it personally. The certified letter, e-mail, reputable overnight carrier, fax or electronic
 680 document will be effective upon sending. Notices to Seller and Buyer shall be addressed to the addresses in Section 1, unless otherwise
 681 specified in writing by the respective party.
 682

683 **37. NO ASSIGNMENT:**

684 This Contract shall not be assigned without the written consent of Seller. This means that Buyer may not transfer to anyone else Buyer's
 685 rights under this Contract to purchase the Property.
 686

687 **38. ELECTRONIC SIGNATURES AND DOCUMENTS:**

688 Buyer and Seller agree that the New Jersey Uniform Electronic Transaction Act, N.J.S.A. 12A:12-1 to 26, applies to this transaction,
 689 including but not limited to the parties and their representatives having the right to use electronic signatures and electronic documents that
 690 are created, generated, sent, communicated, received or stored in connection with this transaction. Since Section 11 of the Act provides
 691 that acknowledging an electronic signature is not necessary for the signature of such a person where all other information required to
 692 be included is attached to or logically associated with the signature or record, such electronic signatures, including but not limited to an
 693 electronic signature of one of the parties to this Contract, do not have to be witnessed.
 694

695 **39. CORPORATE RESOLUTIONS:**

696 If Buyer or Seller is a corporate or other entity, the person signing below on behalf of the entity represents that all required corporate
 697 resolutions have been duly approved and the person has the authority to sign on behalf of the entity.
 698

700 **40. ENTIRE AGREEMENT; PARTIES LIABLE:**

701 This Contract contains the entire agreement of the parties. No representations have been made by any of the parties, the Broker(s) or its
 702 salespersons, except as set forth in this Contract. This Contract is binding upon all parties who sign it and all who succeed to their rights
 703 and responsibilities and only may be amended by an agreement in writing signed by Buyer and Seller.
 704

705 **41. APPLICABLE LAWS:**

706 This Contract shall be governed by and construed in accordance with the laws of the State of New Jersey and any lawsuit relating to
 707 this Contract or the underlying transaction shall be venued in the State of New Jersey.
 708

709

710



711 **42. ADDENDA:**

712 The following additional terms are included in the attached addenda or riders and incorporated into this Contract (check if applicable):

713 Buyer's Property Sale Contingency Private Well Testing
 714 Condominium/Homeowner's Associations Properties With Three (3) or More Units
 715 Coronavirus Seller Concession
 716 FHA/VA Loans Short Sale
 717 Lead Based Paint Disclosure (Pre-1978) Solar Panel
 718 New Construction Swimming Pools
 719 Private Sewage Disposal (Other than Cesspool) Underground Fuel Tank(s)

721 **43. ADDITIONAL CONTRACTUAL PROVISIONS:**722 Buyer agrees to waive the right to a property inspection, contingent upon the absence of any major defects or significant issues with the
 723 property and This waiver is for informational purposes only.725 Buyer is waiving the appraisal for this transaction. This waiver is for informational purposes only.727 Buyer requests that Seller contribute an amount equal to 2% of the final purchase price toward the Buyer's Agent commission. This
 728 amount shall be paid at closing as part of the Seller's closing costs.730 This transaction is contingent upon the successful sale and closing of the property located at 896 Willoughby Avenue, Brooklyn, NY.
 731 The sale of the property is very far along in the process, with the buyer being a cash buyer who is ready to close. Please call listing agent
 732 for reference Real Broker NY LLC 855-450-0442 - Karen A Moncada 347-265-8093.746 **WITNESS:**747  Authentisign

08/15/2024

748 BUYER Lyndia Louissaint-Broady

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Date

BUYER

Date

SELLER

Date



WIRE FRAUD NOTICE

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PROTECT YOURSELF FROM BECOMING A VICTIM OF WIRE FRAUD. Wire fraud has become very common. It typically involves a criminal hacker sending fraudulent wire transfer instructions in an e-mail to an unsuspecting buyer/tenant or seller/landlord in a real estate transaction that appears as though it is from a trusted source, such as the victim's broker, attorney, appraiser, home inspector or title agent. The e-mail may look exactly like other e-mails that the victim received in the past from such individuals, including having the same or a similar e-mail address, accurate loan and other financial information, and the logo of one of those individuals. If the hacker is successful, the victim will follow the bogus instructions to wire money, such as deposit money or payment of an invoice, to the hacker's account. Once this money has been wired, it may not be possible to recover it.

We strongly recommend that, before you wire funds to any party, including your own attorney, real estate broker or title agent, you personally call them to confirm the account number and other wire instructions. You only should call them at a number that you have obtained on your own (e.g., from the sales contract, their website, etc.) and should not use any phone number that is in any e-mail - even if the e-mail appears to be from someone you know.

If you have any reason to believe that your money was sent to a hacker, you must immediately contact your bank and your local office of the Federal Bureau of Investigation, who can work with other agencies to try to recover your money, to advise them where and when the money was sent. You also should promptly file a complaint with the Internet Crime Center at bec.ic3.gov.

Finally, since much of the information included in such fraudulent e-mails is obtained from e-mail accounts that are not secure, we strongly recommend that you not provide any sensitive personal or financial information in an e-mail or an attachment to an e-mail. Whenever possible, such information, including Social Security numbers, bank account and credit card numbers and wiring instructions, should be sent by more secure means, such as by hand delivery, over the phone, or through secure mail or overnight services.

By signing below, you indicate that you have read and understand the contents of this Notice:

Seller/Landlord: _____

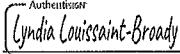
Date: _____

George Morales

Seller/Landlord: _____

Date: _____

Veronica Morales

Buyer/Tenant:  _____

Date: 08/15/2024

Lyndia Louissaint-Broady

Buyer/Tenant: _____

Date: _____